

Exhibit Q

From: Janice Boice <jboice@mourer-foster.com>
Sent: Monday, March 29, 2021 4:42 PM
To: professionalliability.claims@aspenspecialty.com
Subject: New Loss Notice w/suit papers
Attachments: Issue Loss Notice.pdf; SKM_364e_ID21032912320.pdf

ATTENTION. This email originates from outside Aspen. Be vigilant before responding, clicking on links or opening attachments

Thank you,



Janice Boice
Claims Administrator
Mourer Foster Inc.
615 North Capitol Avenue, Lansing MI 48933
517-371-2300 office
517-371-5059 fax | 517-346-5222 direct
jboice@mourerfoster.com

ASPEN000596

EXHIBIT

23



GENERAL LIABILITY NOTICE OF OCCURRENCE / CLAIM

DATE (MM/DD/YYYY)

3/29/2021

AGENCY Mourer Foster, Inc 615 N. Capitol Ave. Lansing, MI 48933		INSURED LOCATION CODE		DATE OF LOSS AND TIME 03/29/2021		AM PM	
		CARRIER Aspen American Insurance Company				NAIC CODE 43460	
		POLICY NUMBER ASP334402-0120					
CONTACT NAME: PHONE (A/C, No, Ext): (517) 371-2300 FAX (A/C, No): (517) 371-5059 E-MAIL ADDRESS: info@mourer-foster.com							
CODE:		SUBCODE:					
AGENCY CUSTOMER ID: MOURFOS-01							

INSURED

NAME OF INSURED (First, Middle, Last) MOURER-FOSTER INC AND MOURER-		INSURED'S MAILING ADDRESS 615 North Capitol Avenue Lansing, MI 48933	
DATE OF BIRTH	FEIN (if applicable)		
PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL (517) 371-2300	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:	
		SECONDARY E-MAIL ADDRESS:	

CONTACT

NAME OF CONTACT (First, Middle, Last) JANICE BOICE		CONTACT'S MAILING ADDRESS	
PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL (517) 346-5222	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		
WHEN TO CONTACT		PRIMARY E-MAIL ADDRESS:	
		SECONDARY E-MAIL ADDRESS:	

OCCURRENCE

LOCATION OF OCCURRENCE STREET:		POLICE OR FIRE DEPARTMENT CONTACTED	
CITY, STATE, ZIP:		REPORT NUMBER	
COUNTRY:			
DESCRIBE LOCATION OF OCCURRENCE IF NOT AT SPECIFIC STREET ADDRESS:			
DESCRIPTION OF OCCURRENCE (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CLAIMANT HAS FILED SUIT AGAINST AGENCY FOR FAILURE TO RENEW A POLICY (UST POLICY)			

TYPE OF LIABILITY

PREMISES: INSURED IS <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/>		TYPE OF PREMISES	
OWNER'S NAME & ADDRESS (If not insured)		PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
		PRIMARY E-MAIL ADDRESS:	
		SECONDARY E-MAIL ADDRESS:	
PRODUCTS: INSURED IS <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> VENDOR <input type="checkbox"/>		TYPE OF PRODUCT	
MANUFACTURER'S NAME & ADDRESS (If not insured)		PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
		PRIMARY E-MAIL ADDRESS:	
		SECONDARY E-MAIL ADDRESS:	
WHERE CAN PRODUCT BE SEEN?			

INJURED / PROPERTY DAMAGEDAGENCY CUSTOMER ID: **MOURFOS-01****JBOICE**

NAME & ADDRESS (Injured/Owner) OHANA ENTERPRISE INC.				EMPLOYER'S NAME & ADDRESS			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
PRIMARY E-MAIL ADDRESS:				PRIMARY E-MAIL ADDRESS:			
SECONDARY E-MAIL ADDRESS:				SECONDARY E-MAIL ADDRESS:			
AGE	SEX	OCCUPATION		DESCRIBE INJURY			
WHERE TAKEN				WHAT WAS INJURED DOING?			
DESCRIBE PROPERTY (Type, model, etc.)			ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?			

WITNESSES

NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
	PRIMARY E-MAIL ADDRESS:	
	SECONDARY E-MAIL ADDRESS:	
NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
	PRIMARY E-MAIL ADDRESS:	
	SECONDARY E-MAIL ADDRESS:	
NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
	PRIMARY E-MAIL ADDRESS:	
	SECONDARY E-MAIL ADDRESS:	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PLEASE CONTACT INSURED WITH COVERAGE INFORMATION

REPORTED BY JANICE BOICE	REPORTED TO Janice Boice
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APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

APPLICABLE IN ALASKA

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY,
NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA,
TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA**

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN IDAHO

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN INDIANA

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEVADA

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

APPLICABLE IN NEW HAMPSHIRE

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SUMMONS

Attorney(s) Michael B. York, Esq. ID 000272006
 Office Address Novins, York, Jacobus & Dooley
 Town, State, Zip Code 202 Main Street
Toms River, NJ 08753
 Telephone Number 732-349-7100
 Attorney(s) for Plaintiff Ohana Enterprises LLC
Ohana Enterprises LLC

Plaintiff(s)

vs.

Mourer Foster, Inc.

Defendant(s)

**Superior Court of
New Jersey**

Ocean ☒ County

Law Division

Docket No: OCN-L-726-21

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith
Clerk of the Superior Court

DATED: 03/17/2021Name of Defendant to Be Served: Mourer Foster, Inc.Address of Defendant to Be Served: 615 N. Capital Avenue, Lansing, MI 48933-1230

NOVINS, YORK, JACOBUS & DOOLEY

Michael B. York, Esq. ID # 000272006

202 MAIN STREET

TOMS RIVER, NJ 0875

(732) 349-7100

Attorneys for Plaintiff

OHANA ENTERPRISES, LLC	SUPERIOR COURT OF NEW JERSEY
Plaintiff,	LAW DIVISION
v.	OCEAN COUNTY
MOURER FOSTER, INC.	DOCKET NO. OCN-L-
Defendants.	A Civil Action
	COMPLAINT

Plaintiff OHANA ENTERPRISES, LLC, by way of complaint against the Defendants

says:

PARTIES

1. Plaintiff OHANA ENTERPRISES, LLC, with an address of 3006 Route 37 East, Toms River, New Jersey, 08753 is a party to an insurance policy issued by Defendant, on or about June 24, 2019 for property located in Yardville, New Jersey.
2. Defendant MOURER FOSTER, INC. with an address of 615 N. Capital Avenue, Lansing, MI 48933-1230, issued said policy.

FACTS COMMON TO ALL COUNTS

3. Defendant MOURER FOSTER, INC. contacted Plaintiff seeking to renew a prior insurance policy, as it had routinely done year after year.

4. Said policy was set to expire on June 24, 2020 at Midnight. Defendant contacted Plaintiff at 4:51pm on June 23, 2020 and inquired about the renewal. Plaintiff responded shortly thereafter and renewed said policy, as it had routinely done yearly.
5. Defendant contacted Plaintiff almost six months later indicating that the policy would not in fact be renewed. Defendant has offered no explanation as the reason it offered to renew the policy and then failed to do so.
6. Unbeknownst to Plaintiff, the policy terminated less than seven hours after Defendant offered to renew same.
7. Defendant has provided correspondence dated March 9, 2020 that it was made aware of the fact that the policy would not be renewed yet still offered to renew same. At no time, until long after the expiration of the policy did the Defendant inform Plaintiff that the policy had been cancelled. Defendant readily admits that it received the cancellation notice and yet attempted to renew the policy.
8. As a result of the expiration of the policy, there is no other policy which Plaintiff can obtain. It is a direct result of the expiration of the policy that Plaintiff must remove the tanks which were insured. This is at considerable, to be determined, expense to plaintiff. Plaintiff had no intention, nor need, to remove the tanks but for Defendant's failure to renew the policy.

COUNT ONE
FRAUDULENT MISREPRESENTATION

9. Plaintiff repeat and reallege each and every allegation of the Complaint as if fully set forth at length herein.

10. Defendant intentionally or otherwise, made false and misleading statements of fact to the Plaintiff relative to the offer to renew the policy.

11. The Plaintiff relied upon the aforesaid statements to his detriment.

12. In sum, the Plaintiff was fraudulently induced into entering into accepting Defendant's offer and was unable to renew the policy.

WHEREFORE, Plaintiff demands judgment against Defendant for damages together with interest, attorneys' fees, costs and such other relief as the Court deems equitable and just.

COUNT TWO
LEGAL FRAUD

13. Plaintiff repeats and realleges each and every allegation of the Complaint as if fully set forth at length herein.

14. Upon execution of the offer, Defendants committed the following acts of fraud:

- a. knowingly and intentionally misrepresenting it could honor the terms of the offer to renew;
- b. knowingly and intentionally executing the offer;

15. Defendant knew the statements were false at the time they were made.

16. The misrepresentations and omissions were material.

17. Defendant made the material misrepresentations and omissions with the intent that the Plaintiff rely on them.

18. The Plaintiff did reasonably rely on the Defendant's material misrepresentations and omissions.

19. The Plaintiff suffered damages as a result of Defendant's material misrepresentations and omissions.

20. Defendant's material misrepresentations and omissions were the proximate cause of

the damages incurred by the Plaintiff.

21. Defendant's conduct was wanton, reckless, willful, outrageous, and malicious, and thus the Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant for damages together with interest, attorneys' fees, costs and such other relief as the Court deems equitable and just.

COUNT THREE
FRAUD IN THE INDUCEMENT

22. Plaintiff repeats and realleges each and every allegation of the Complaint as if fully set forth at length herein.

23. The misrepresentations by Defendant were false at the time they were made.

24. The misrepresentations and omissions were material.

25. The Plaintiff reasonably relied on Defendant's material misrepresentations and omissions.

26. The Plaintiff suffered damages as a result of Defendant's material misrepresentations and omissions.

27. Defendant's material misrepresentations and omissions were the proximate cause of the damages incurred by the Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant for damages together with interest, attorneys' fees, costs and such other relief as the Court deems equitable and just.

COUNT FOUR
BREACH OF CONTRACT

28. Plaintiff repeats and realleges each and every allegation of the Complaint as if fully set forth at length herein.

29. At all times, Plaintiff was ready, willing and able to perform the terms of the offer.

WHEREFORE, Plaintiff demands judgment against Defendant for damages together with interest, attorneys' fees, costs and such other relief as the Court deems equitable and just.

COUNT FIVE
DECEPTION

30. Plaintiff repeats and reallege each and every allegation of the Complaint as if fully set forth at length herein.

31. Defendant intentionally failed to renew the policy paid for by Plaintiff in accordance with the terms of the offer to renew.

32. As a result of the Defendant's acts and omissions, the Plaintiff performed his duties under the Offer.

WHEREFORE, Plaintiff demands judgment against Defendant for damages together with interest, attorneys' fees, costs and such other relief as the Court deems equitable and just.

COUNT SIX
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

33. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

34. Plaintiff formed a business relationship with Defendants with a reasonable expectation of economic benefit or advantage, stemming from its prior relationship.

35. Defendant, by engaging in the conduct expressed above, wrongfully and intentionally interfered with Plaintiff's expectancy of economic benefit and advantage.

36. As a direct and proximate result of the Defendants' wrongful conduct, Plaintiff has sustained damages.

WHEREFORE, Plaintiff demands judgment against Defendant for damages together with interest, attorneys' fees, costs and such other relief as the Court deems equitable and just.

Dated: March 17, 2021

/s/
MICHAEL B. YORK, ESQ.
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, MICHAEL B. YORK is hereby designated as trial counsel for the within matter.

/s/
MICHAEL B. YORK, ESQ.

DATED: March 17, 2021

CERTIFICATION

The matter in controversy involved in this action is not the subject of any other action pending in any other Court, nor of any pending arbitration proceeding and no other action or arbitration proceeding is contemplated by my client. No parties other than those named herein should be joined in this action.

I certify that the foregoing is true to the best of my knowledge, information, and belief.

/s/
MICHAEL B. YORK, ESQ.

DATED: March 17, 2021

Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-000726-21

Case Caption: OHANA ENTERPRISES, L LC VS MOURER
FOSTER, INC.

Case Initiation Date: 03/17/2021

Attorney Name: MICHAEL B YORK

Firm Name: NOVINS YORK JACOBUS & DOOLEY

Address: 202 MAIN ST

TOMS RIVER NJ 087537438

Phone: 7323497100

Name of Party: PLAINTIFF : Ohana Enterprises, LLC

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same
transaction or occurrence)? NO

Are sexual abuse claims alleged by: Ohana Enterprises, LLC? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

03/17/2021

Dated

/s/ MICHAEL B YORK

Signed